

## CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (the "Agreement") is entered into as of June 13, 2016 (the "Effective Date") by and between Rebecca Cowan, DBA Caelen Communications (the "Consultant"), and Lewisville ISD (the "Client," and together with the Consultant, the "Parties").

### RECITALS

The Client is seeking Communications Consulting; and

The Client wishes to engage the Consultant as an independent contractor for the Client for the purpose of providing the professional services set forth in Exhibit A attached hereto and made a part hereof (the "Services") on the terms and conditions set forth below; and

The Consultant wishes to provide the Services in accordance with the terms of this Agreement; and

Each Party is duly authorized and capable of entering into this Agreement.

Now therefore, in consideration of the above recitals and the mutual promises and benefits contained herein, the Parties hereby agree as follows:

### 1. RESPONSIBILITIES.

- (a) Of the Contractor. The Consultant agrees to do each of the following:
- A. Perform the Services set forth in Exhibit A attached hereto; provided, however, that if a conflict exists between this Agreement and any term in Exhibit A, the terms in this Agreement shall control.
  - B. Perform the Services in a safe, good, and professional manner by fully-trained, skilled, competent, and experienced personnel using at all times adequate equipment in good working order.
  - C. Communicate with the Client regarding progress the Consultant has made in performing the Services.
- (b) Of the Client. The Client agrees to do each of the following:
- A. Engage the Consultant as an independent contractor to perform the Services set forth in Exhibit A to this Agreement.
  - B. Provide relevant information to assist the Consultant with the performance of the Services.
  - C. Satisfy all of the Consultant's reasonable requests for assistance in its performance of the Services.

## 2. NATURE OF RELATIONSHIP.

- (a) Independent Contractor Status. The Consultant agrees to perform the Services hereunder solely as an independent contractor. The Parties agree that nothing in this Agreement shall be construed as creating a joint venture, partnership, franchise, agency, employer/employee, or similar relationship between the Parties, or as authorizing either Party to act as the agent of the other. The Consultant is and will remain an independent contractor in its relationship to the Client. The Client shall not be responsible for withholding taxes with respect to the Consultant's compensation hereunder. The Consultant shall have no claim against the Client hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Nothing in this Agreement shall create any obligation between either party and a third party.

## 3. CONFIDENTIAL INFORMATION.

Both Parties agree, during the Term and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Client, or to disclose to any person, firm, or corporation without the prior written authorization of the Client or Consultant, any Confidential Information of the Client or Consultant. "Confidential Information" means any of the Company's proprietary information, technical data, trade secrets, or know-how, including, but not limited to, research, product plans, products, services, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information disclosed, either directly or indirectly. The Consultant may use the Confidential Information to the extent necessary for negotiations, discussions, and consultations with Client or authorized representatives or for any other purpose the Client may hereafter authorize in writing.

## 4. REPRESENTATIONS AND WARRANTIES.

- (a) The Parties each represent and warrant as follows:
- A. Each Party has full power, authority, and right to perform its obligations under the Agreement.
  - B. This Agreement is a legal, valid, and binding obligation of each Party, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies).
  - C. Entering into this Agreement will not violate the charter or bylaws of either Party or any material contract to which that Party is also a party.
- (b) The Consultant hereby represents and warrants as follows:
- A. The Consultant has the sole right to control and direct the means, details, manner, and method by which the Services required by this Agreement will be performed.
  - B. The Consultant has the right to perform the Services required by this Agreement at any place or location, and at such times as the Consultant shall determine.

- C. The Services shall be performed in accordance with standards set by the Client, and shall further be performed in accordance with and shall not violate any applicable laws, rules, or regulations, and the Consultant shall obtain all permits or permissions required to comply with such standards, laws, rules, or regulations.
- (c) The Client hereby represents and warrants as follows:
- A. The Client will make timely payments of amounts earned by the Consultant under this Agreement.
  - B. The Client shall notify the Consultant of any changes to its procedures affecting the Consultant's obligations under this Agreement at least 30 days prior to implementing such changes.

**5. CREATIVE SERVICES.**

- (a) **Design Services.** The Consultant will retain exclusive turnkey responsibility for collateral, advertising and other projects needed to implement the communications plan including direct mail, mailing services, informative videos, informative website, digital media advertising, newspaper, brochures, signage and other advertising projects. Vendors for these projects will be selected by the Consultant.

**6. COMPENSATION.**

- (a) Terms and Conditions. The Client shall pay the Consultant fees in accordance with the terms and conditions set forth in Exhibit A.
- (b) Design & Creative. Compensation for design and paid media services will be in the form of project creative/production fees and agency commissions on all deliverables detailed above. These project fees will be billed to the Client on a project basis, with turnkey project cost estimates presented to you for approval in advance, including our standard creative fees for designing, writing and producing camera-ready art, scripts and brochures, plus costs for printing, mailing, postage, production and media placement. These project fees are separate from the consulting fee.
- (c) Timing of Payment. Payments shall be made to the Consultant for all Services performed in accordance with Exhibit A.
- (d) Taxes. The Consultant is solely responsible for the payment of all income, social security, employment-related, or other taxes incurred as a result of the performance of the Services by the Consultant under this Agreement and for all obligations, reports, and timely notifications relating to such taxes. The Client shall have no obligation to pay or withhold any sums for such taxes.

**7. TERM.**

This Agreement shall become effective as of June 13, 2016, unless otherwise terminated in accordance with the provisions of Section 7 of this Agreement, will continue until the Services have been satisfactorily completed and the Consultant has been paid in full for such Services (the "Term"); provided

## 8. TERMINATION.

This Agreement may be terminated:

- (a) By either Party on provision of 15 days written notice to the other Party, with or without cause.
- (b) By either Party for a material breach of any provision of this Agreement by the other Party, if the other Party's material breach is not cured within 30 days of receipt of written notice thereof.
- (c) By the Client at any time and without prior notice, if the Consultant is convicted of any crime or offense or is guilty of serious misconduct in connection with performance under this Agreement.

Following the termination of this Agreement for any reason, the Client shall promptly pay the Consultant according to the terms of Exhibit A for Services rendered before the effective date of the termination. The Consultant acknowledges and agrees that no other compensation, of any nature or type, shall be payable hereunder following the termination of this Agreement.

## 9. INDEMNIFICATION.

- (a) Of Client by Consultant. The Consultant shall indemnify and hold harmless the Client and its officers, members, managers, employees, agents, contractors, sublicenses, affiliates, subsidiaries, successors, and assigns from and against any and all damages, liabilities, costs, expenses, claims, and/or judgments, including, without limitation, reasonable attorneys' fees and disbursements (collectively, the "Claims") that any of them may suffer from or incur and that arise or result primarily from (i) any gross negligence or willful misconduct of the Consultant arising from or connected with Consultant's carrying out of its duties under this Agreement, or (ii) the Consultant's breach of any of its obligations, agreements, or duties under this Agreement.
- (b) Of Consultant by Client. To the extent allowed by law, The Client shall indemnify and hold harmless the Consultant from and against all Claims that it may suffer from or incur and that arise or result primarily from (i) the Client's operation of his/her campaign, (ii) the Client's breach or alleged breach of, or its failure or alleged failure to perform under, any agreement to which it is a party, or (iii) the Client's breach of any of its obligations, agreements, or duties under this Agreement; provided, however, none of the foregoing result from or arise out of the actions or inactions of the Consultant.

## 10. MODIFICATION.

No amendment, change, or modification of this Agreement shall be valid unless in writing and signed by both Parties.

## 11. GOVERNING LAW.

This Agreement shall be governed by the laws of the state of Texas. Venue shall be in Denton County, Texas.

**12. SEVERABILITY.**

Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

**13. ENTIRE AGREEMENT.**

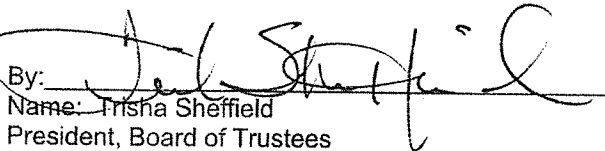
This Agreement, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

**IN WITNESS WHEREOF,**

**The Parties have executed this Agreement as of June 13, 2016.**

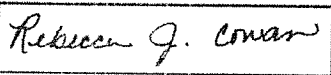
**CLIENT**

Lewisville ISD

By:   
Name: Trisha Sheffield  
President, Board of Trustees

**CONSULTANT**

Rebecca Cowan, DBA Caelen Communications

By:   
Name: Rebecca Cowan, DBA Caelen Communications  
Title: Owner

## EXHIBIT A

### JOB

#### Communications Consulting for Lewisville ISD.

The total contract amount is \$43,000.00 and shall be paid in monthly installments as listed below.

### SCHEDULE OF RATES

#### Pre-Planning Phase

June 2016	\$2,000.00
July, 2016	\$2,500.00
August, 2016	\$2,500.00

#### Committee Phase

September, 2016	\$3,000.00
October, 2016	\$3,000.00
November, 2016	\$3,000.00
December, 2016	\$3,000.00
January, 2017	\$3,000.00
February, 2017	\$3,000.00

#### Bond Communications Phase

March, 2017	\$6,000.00
April, 2017	\$6,000.00
May, 2017	\$6,000.00

#### Term of Assignment:

This assignment will begin on June 13, 2016 and will conclude May, 2017.

Compensation for design and paid media services will be in the form of project creative/production fees and agency commissions on all deliverables detailed above. These project fees will be billed to the campaign on a project basis, with turnkey project cost estimates presented to you for approval in advance, including our standard creative fees for designing, writing and producing camera-ready art, scripts and brochures, plus costs for printing, mailing, postage, production and media placement. These project fees are separate from the consulting fee.

Mileage will be billed at a rate of \$.54 as is the IRS standard for 2016 business miles.

EXHIBIT A CONTINUED

By signing below, the Parties agree to comply with all of the requirements contained in this Exhibit A.

The Parties have executed this Agreement as of June 13, 2016.

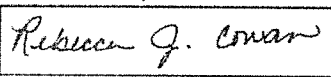
CLIENT

Lewisville ISD

By:   
Name: Trisha Sheffield  
President, Board of Trustees

CONSULTANT

Rebecca Cowan, DBA Caelen Communications

By:   
Name: Rebecca Cowan, DBA Caelen Communications  
Title: Owner